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Attorneys for Defendants  
Predator Outdoor Products, LLC and  
Hunter Specialties, Inc.

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

OAKLEY, INC., a Washington  
corporation,

Plaintiff,

v.

PREDATOR OUTDOOR PRODUCTS,  
LLC, a Pennsylvania limited liability  
company; HUNTER SPECIALTIES,  
INC., an Iowa corporation; WOODS &  
WATER, INC., an Alabama corporation;  
TGS.COM, INC. d/b/a  
MIDWESTHUNTERSOUTLET.COM, a  
Wisconsin corporation,

Defendants.

Case No.  
SACV11-00456 JVS (PLAx)

**FINAL CONSENT JUDGMENT AND  
PERMANENT INJUNCTION**

1 Plaintiff Oakley, Inc. (“Oakley”) and Defendants Predator Outdoor  
2 Products, LLC (“Predator”) and Hunter’s Specialties, Inc. (“Hunter’s”)  
3 (hereinafter collectively referred to as “Defendants”) hereby stipulate and jointly  
4 move for entry of final judgment as follows:

5 WHEREAS, Oakley and Defendants entered into a Confidential  
6 Settlement Agreement (“Settlement Agreement”) that disposed of all the claims  
7 in this Action; and

8 WHEREAS, pursuant to the Settlement Agreement, Oakley and  
9 Defendants have agreed to the entry of a Final Consent Judgment and  
10 Permanent Injunction that will provide as follows:

11 1. That this Court has subject matter jurisdiction over this action as  
12 well as personal jurisdiction over Oakley and Defendants Predator and Hunter’s.

13 2. That venue is proper in this judicial district.

14 3. That Oakley is the owner of U.S. Design Patent No. D523,461 (the  
15 “D461 patent”).

16 4. That the claim of the D461 patent is valid and enforceable.

17 5. That Defendant Hunter’s has used, manufactured, sold, offered for  
18 sale, and/or imported into the U.S. versions 1, 2 and 3 of the i-Kam Xtreme  
19 Video Eyewear, depicted in Exhibits 1-3, respectively, which are attached  
20 hereto (“Accused Eyewear”).

21 6. That Defendant Predator has used, manufactured, sold, offered for  
22 sale, and/or imported into the U.S. version 1 of the Accused Eyewear.

23 7. That Defendants infringe the D461 patent by their use,  
24 manufacturing, sale, offer for sale, and/or importation into the U.S. of the  
25 Accused Eyewear.

26 8. Pursuant to the Patent Act, 35 U.S.C. § 283, Defendants, together  
27 with their officers, members, directors, agents, servants, employees and  
28 affiliates thereof, representatives and attorneys, and all persons acting or

1 attempting to act in concert or participation with them, are permanently enjoined  
2 and restrained from making, using, offering to sell, selling, or distributing  
3 within the United States, its territories and possessions, or by importing into the  
4 United States, its territories and possessions, the Accused Eyewear, or any other  
5 goods that are no more than colorable variations thereof and that infringe the  
6 D461 patent, during the life of the D461 patent.

7 9. That Final Judgment be entered in favor of Oakley against  
8 Defendants on Oakley's causes of action for infringement of the D461 patent  
9 and unfair competition stemming from Defendants' infringement of the D461  
10 patent and Defendants' counterclaims for non-infringement and invalidity of the  
11 D461 patent.

12 10. That the remaining claims and counterclaims, asserted in this  
13 litigation, be dismissed with prejudice.

14 11. That no other or further relief be granted to Oakley or Defendants  
15 with respect to each other.

16 12. That Oakley and Defendants affirmatively waive any and all rights  
17 to appeal this Final Consent Judgment and Permanent Injunction.

18 13. That each party will bear its own costs and attorneys' fees for this  
19 action.

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1 14. That this Court retain jurisdiction to monitor and enforce  
2 compliance with the Permanent Injunction.

3 **IT IS SO STIPULATED AND AGREED:**

4 Respectfully submitted,

5 KNOBBE, MARTENS, OLSON & BEAR, LLP  
6

7  
8 Dated: August 20, 2012 By: /s/ Ali S. Razai

9 Michael K. Friedland  
10 Paul N. Conover  
11 Ali S. Razai  
12 Attorneys for Plaintiff Oakley, Inc.

13  
14 MCKEE, VOORHEES & SEASE, P.L.C.

15 Dated: August 20, 2012 By: /s/ Jeffrey D. Harty

16 Jeffrey D. Harty

17 Richard J. Wittbrodt  
18 GIBBS GIDEN LOCHER TURNER & SENET LLP  
19 Attorneys for Defendants Predator Outdoor Products,  
20 LLC and Hunter's Specialties, Inc.

21 **IT IS SO ORDERED AND DECREED, AND FINAL JUDGMENT IS**  
22 **HEREBY ENTERED.**

23  
24 Dated: August 21, 2012



25 Honorable James V. Selna  
26 UNITED STATES DISTRICT COURT JUDGE

27 13754495  
28 080712

**EXHIBIT 1**

*Multiple Views of i-KAM X-TREME Version 1*





**EXHIBIT 2**

*Multiple Views of i-KAM X-TREME Version 2*



**EXHIBIT 3**

*Multiple Views of i-KAM X-TREME Version 3*

